

AMENDMENT ONE

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAMP VERDE**

THIS AGREEMENT is entered into 12 January, 2005, **Amendment One** to JPA 00-173, AG Contract No.: KR00-2046TRN, filed with the Secretary of State under No. 24703 pursuant to Arizona Revised Statutes, § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

The purpose of this Amendment is to add Recitals 4, 5 and 6 to the Agreement: a) Construct continuity pavement by the State, located on West Industrial Drive; b) Define the responsibilities for traffic signals previously constructed by the State on State Route (SR) 260 at the following locations: Homestead Parkway; Finnie Flat Road and Main Street; and c) The Town has provided payment in the amount of \$65,000.00, as shown on Exhibit C, attached hereto and made a part hereof, to be applied to TRACS No. H5630 01C, as payment for the differential upgrades for the enhancement sidewalk project previously constructed by the State along Main Street from STA 107+65 to STA 129+87, as shown on the Construction Plans for TRACS No. H5630 01C. In addition, the Town has agreed to provide maintenance responsibilities for the previously constructed enhancement sidewalk project.

#01

NO. 24703
Filed with the Secretary of State
Date Filed: 01/12/05

Janice K. Brewer
Secretary of State

By: Darryl D. Graenewald

Under I. Recitals 4, 5 and 6 are added in full as follows:

4. The Town has provided payment to the State for the construction of the pavement continuity at West Industrial Drive, for the total amount of \$7,785.00, as shown on Exhibit A and B, hereto and made a part hereof and agrees to provide maintenance responsibilities to the pavement continuity at West Industrial Drive, all at it's own expense.

5. The Town has agreed to pay for electrical power for the Traffic Signals referenced above and constructed under TRACS No. H3868 01R, filed with the Secretary of State under No. 24703, dated 19 June 2001.

6. The Town has provided payment to the State, as shown on Exhibit C, for the differential amount of \$65,000.00, applied to TRACS No. H5630 01C, as upgrades for the previous enhancement sidewalk project along Main Street from STA 107+65 to STA 129+87 as shown on the Construction Plans for TRACS No. H5630 01C. The Town agrees to provide proper maintenance for the sidewalks, all at its own expense.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Town:

Article II, Paragraph 1. e, f and g are added in full as follows:

e. Has provided payment in the amount of \$7,765.00 for the construction of the continuity pavement section at West Industrial Drive, applied to TRACS No. H3868 03C and agrees to provide the proper maintenance for the pavement, all at its own expense.

f. Pay for electrical power to the Traffic Signals located on SR 260 at Homestead Parkway, Finnie Flat Road and Main Street, all at the own expense.

g. Has provided payment to the State, in the amount of \$65,000.00, which will be applied to TRACS No. H5630 01C for the upgrades to the previous enhancement sidewalk Project and agrees to accept ownership jurisdiction and maintenance responsibilities for the sidewalks, all at its own expense.

2. The State will:

Article II, Paragraph 2. f is added in full as follows:

f. At the request of the Town construct pavement continuity at West Industrial Drive and stamped sidewalks along Main Street, all at the Town's expense.

g. At the request of the Town, construct integral color, imprinted concrete sidewalk in a boardwalk pattern as part of TRACS No. H5630 01C.

III. MISCELLANEOUS PROVISIONS

Article III. Paragraph 8 and 9 are added as follows:

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by referenced regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

EXCEPT AS AMENDED herein, ALL OTHER terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CAMP VERDE

STATE OF ARIZONA

Department of Transportation

By Mitch Dickinson
MITCH DICKINSON
Mayor

By Douglas A. Forstie
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST

By Deborah Barber
DEBORAH BARBER
Town Clerk

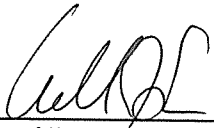
JPA 00-173

Amendment One

APPROVAL OF THE TOWN OF CAMP VERDE

I have reviewed the above referenced proposed Intergovernmental Agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and THE TOWN OF CAMP VERDE and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 15th day of December, 2004.



Town Attorney

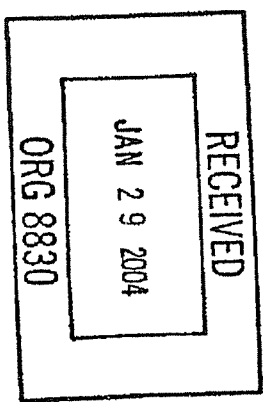
TOWN OF CAMP VERDE

Exhibit A

No. 078817

1936-78817-2

Obliga't'n Description	Amount
52978 PAVING	6,075.00
*** Total ***	6,075.00



TOWN OF CAMP VERDE
P.O. BOX 710 19281 567-6631
CAMP VERDE, ARIZONA 86322

WELLS FARGO BANK
CAMP VERDE, ARIZONA 86322

01/28/2004

CHECK NO. **No. 078817**
1936-78817-2

*****6,075 Dollars and 00 Cents

DATE

*****6,075.00

PAY
TO THE
ORDER
OF
ADOT

John P. Coakley
TOWN OF CAMP VERDE

⑈078817⑈ ⑆122105278⑆

0719 387672⑈

Exhibit B

TOWN OF CAMP VERDE

No. 079034

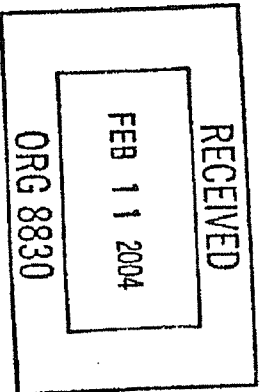
1947-79034-1

Obliga't'n Description

Amount

53132 ASPHALT/INDUSTRIAL DR
*** Total ***

1,710.00
1,710.00



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TOWN OF CAMP VERDE
P.O. BOX 710 19281 567-6631
CAMP VERDE, ARIZONA 86322

WELLS FARGO BANK
CAMP VERDE, ARIZONA 86322

01/27/2004

CHECK NO 1947-79034-1 No. 079034

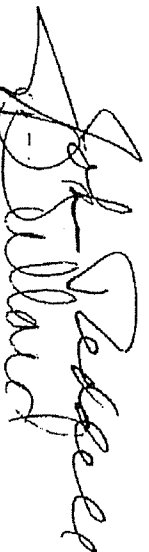
02/11/2004

*****1,710 Dollars and 00 Cents

DATE *****1,710.00

PAY
TO THE
ORDER
OF

A.D.O.T.



AUTHORIZED SIGNATURE

⑈079034⑈ ⑈122105278⑈

0719 387672⑈

TOWN OF CAMP VERDE

Exhibit C

Ac 079667

1968-79663-7

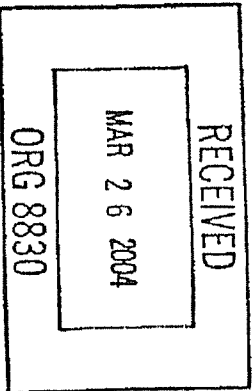
Obligation Description

Amount

53637 STAMPED SIDEWALK

*** Total ***

65,000.00
65,000.00



TOWN OF CAMP VERDE

03/25/2004

1968-79663-7 079667

*****65,000 Dollars and 00 Cents

*****65,000.00

A.D.O.T

079667 11221052781

0719 3878721

*Delia
del Valle*

**ACTIONS TAKEN
REGULAR SESSION/COUNCIL HEARS PLANNING & ZONING
MAYOR and COMMON COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, DECEMBER 15, 2004
at 6:30 P.M.**

4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

a) Approval of the Minutes:

- 1) Joint Special Session – December 3, 2004
- 2) Regular Session – December 1, 2004
- 3) Special Session – December 1, 2004
- 4) Special Session – November 24, 2004
- 5) Joint Special Session – November 17, 2004

b) Set Next Meeting, Date and Time:

- 1) Council Hears Planning & Zoning – December 22, 2004 – **CANCELLED**
- 2) Regular Session – January 5, 2005 at 6:30 p.m.
- 3) Regular Session – January 19, 2005 at 6:30 p.m.
- 4) Council Hears Planning & Zoning – January 26, 2005 at 6:30 p.m.

On a motion by Reddell, seconded by Baker, the Council unanimously approved the Consent Agenda, with the following correction to the Regular Session Minutes of December 1, 2004: Page 4, first paragraph under Council Discussion, 13th line, following the words "...General Plan is in place it may be updated.....," delete, "at any time,...."

5. **Call to the Public for Items not on the Agenda.**

There was no public input.

- * 6. **Discussion, consideration, and possible approval of Amendment One to the Intergovernmental Agreement with ADOT, SR-260 Frontage Roads.**

On a motion by Teague, seconded by Reddell, the Council unanimously accepted and approved the amended Intergovernmental Agreement with ADOT, SR-260 Frontage Roads, AG Contract No. KR00-2046TRN.

7. **Discussion, consideration, and possible approval of Amendment #1 to ADOT Contract JPA 93-088. This amendment allows ADOT to abandon a section of right-of-way ownership jurisdiction and maintenance responsibilities of street lighting and a traffic signal at the intersection of State Route 260 (Main Street) and Montezuma Castle Highway.**

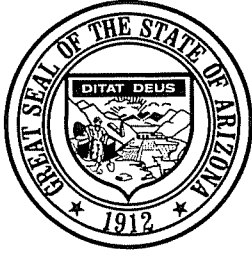
On a motion by Teague, seconded by Baker, the Council unanimously accepted and approved AG Contract No. KR094-0103TRN, Amendment One, Contract JPA93-088.

8. **Discussion, consideration, and possible approval of Amendment #1 to ADOT Contract JPA 95-0258. This amendment allows ADOT to abandon a section of right-of-way ownership jurisdiction and maintenance responsibilities of street lighting and a traffic signal at the intersection of State Route 260 (Finnie Flat) and Cliffs Parkway.**

On a motion by Reddell, seconded by Baker, the Council voted 6-1 to approve ADOT Contract No. KR095-1810TRN, Amendment One to Contract JPA 95-025; with a 'no' vote by Gioia.

9. **Discussion, consideration, and possible approval and appointment of Court Supervisor Jacque P. Daughety, adding Assistant Magistrate duties and further appointing Duane Wyles and Michael Bluff as Assistant Magistrates for a two to four year term.**

On a motion by Dickinson, seconded by Gioia, the Council unanimously approved the appointment of Jacque Daughety, Duane Wyles and Michael Bluff as Assistant Magistrates, in addition to Jacque Daughety's Court Supervisor position, that it be for a two-year period, and



**ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION**

MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: (602) 542-8859
Fax: (602) 542-3646


**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR00-2046TRN (JPA 00-173), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED January 5th, 2005.

TERRY GODDARD
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General
Transportation Section